



Form **PTO-1595** (Rev. 12-08)
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02-18-2010

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103589073

To the Director of the U.S. Patent and Trademark Office

1. Name of conveying party(ies)

TRAEX Company, A Delaware Corporation

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 02/08/2010

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: The Bank of New York Mellon Trust Company, N.A.,

Internal Address: as Collateral Agent

Street Address: 2 N. LaSalle Street, Suite 1020

City: Chicago

State: Illinois

Country: USA Zip: 60602

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

See Schedule A

See Schedule A

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: James Murray / CT Lien Solutions

Internal Address:

Street Address: 4400 Easton Commons Way

Suite 125

City: Columbus

State: Ohio

Zip: 43219

Phone Number: 614-280-3566

Fax Number: 800-516-6304

Email Address: james.murray@wolterskluwer.com

6. Total number of applications and patents involved: 11

7. Total fee (37 CFR 1.21(h) & 3.41) \$

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number

Authorized User Name

9. Signature:

James D. Murray

Name of Person Signing

February 10, 2010

Date

Total number of pages including cover sheet, attachments, and documents:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

02/17/2010 MJAMA1 00000050 D332895

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PATENT
REEL: 023963 FRAME: 0289

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
DISPENSER	ISSUED	5/9/06	D520277		USA
DISPLAY TRAY	ISSUED	1/12/05	6843373		USA
CUTTING BOARD WITH REMOVABLE FOOTINGS	ISSUED	5/10/05	6889969		USA
DISPENSER FOR DELIVERING AN ADJUSTABLE VOLUME OF FLOWABLE DRY MATERIAL	ISSUED	8/16/05	6929158		USA
DISPENSER FOR A PAPER PRODUCT	ISSUED	1/3/06	6981610		USA

GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of February 8, 2010 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 Mellon Trust Company, N.A., as collateral agent (the "Collateral Agent") on behalf of the holders of the Notes (as defined below) (the "Holders") pursuant to an indenture dated February 8, 2010 (as amended, restated, supplemented or modified from time to time, the "Indenture") among Libbey Glass Inc., a Delaware corporation (the "Company"), Libbey Inc., a Delaware corporation ("Holdings"), each Guarantor (as defined in the Indenture), and The Bank of New York Mellon Trust Company, N.A., in its capacity as trustee (the "Trustee"), in which the Company has issued to the Holders the 10% Senior Secured Notes due 2015 (together with any exchange notes and Additional Notes, the "Notes") pursuant to the Indenture.

WITNESSETH:

WHEREAS, pursuant to the Indenture, the Company has issued to the Holders the Notes upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Indenture, the Grantor and the other Guarantors have executed and delivered a Note Pledge and Security Agreement, dated as of February 8, 2010, 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 Holders a continuing security interest in all Intellectual Property, including the Patents;

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 Indenture and the Holders to purchase the Notes, the Grantor agrees, for the benefit of the Collateral Agent and the Holders, 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 Indenture 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 Patents (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 Holders 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 Holders 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 Holders 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 Holders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture 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 8th day of February, 2010.

TRAEX COMPANY
as Grantor

By: _____

Name: _____

Title: _____

Susan A. Kovach
SUSAN A. KOVACH
VP, General Counsel & Secretary

Signature Page to Grant of Security Interest in Patent Rights (Traex Company)

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

By: *L Garcia*
Name: **Linda E. Garcia**
Title: **Vice President**

Signature Page to Grant of Security Interest in Patent Rights (Traex Company)

ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO)
) ss
COUNTY OF LUCAS)

On the 8th day of February, 2010, before me personally came SUSAN A. KOVACH, who is personally known to me to be the VP, GEN COUNSEL / SECRETARY of TRAEX COMPANY, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the VP, GEN COUNSEL / SECRETARY 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.



DEBORAH HYNDMAN
Notary Public - State of Ohio
My Commission Expires 7-8-2011

Deborah Hyndman
Notary Public

(PLACE STAMP AND SEAL ABOVE)

Acknowledgment to Grant of Security Interest in Patent Rights (Traex Company)

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF IL)
) ss
COUNTY OF COOK)

On the 8 day of February, 2010, before me personally came Uinda E. Garcia, who is personally known to me to be the Vice President of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the 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)

Acknowledgment to Grant of Security Interest in Patent Rights (Tracx Company)