



02-18-2010

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

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OMB No. 0651-0027 (exp. 01/31/2009)



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

2-12-10

<b>1. Name of conveying party(ies)</b> SYRACUSE CHINA COMPANY, A Delaware Corporation 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>The Bank of New York Mellon Trust Company, N.A.,</u> Internal Address: <u>as Collateral Agent</u> Street Address: <u>2 N. LaSalle Street, Suite 1020</u> City: <u>Chicago</u> State: <u>Illinois</u> Country: <u>USA</u> Zip: <u>60602</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>3. Nature of conveyance/Execution Date(s):</b> Execution Date(s) <u>02/08/2010</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____		<b>4. Application or patent number(s):</b> <input type="checkbox"/> 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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>5. Name and address to whom correspondence concerning document should be mailed:</b> Name: <u>James Murray / CT Lien Solutions</u> Internal Address: _____ Street Address: <u>4400 Easton Commons Way</u> Suite <u>125</u> City: <u>Columbus</u> State: <u>Ohio</u> Zip: <u>43219</u> Phone Number: <u>614-280-3655</u> Fax Number: <u>800-516-6304</u> Email Address: <u>james.murray@wolterskluwer.com</u>		<b>6. Total number of applications and patents involved:</b> <u>68</u> <b>7. Total fee (37 CFR 1.21(h) &amp; 3.41) \$</b> _____ <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)	
<b>9. Signature:</b> <u>[Signature]</u> Signature James D. Murray Name of Person Signing		<b>8. Payment Information</b> Deposit Account Number _____ Authorized User Name _____ February 10, 2010 Date Total number of pages including cover sheet, attachments, and documents: <span style="border: 1px solid black; padding: 2px;">9</span>	

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

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**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	11/25/1988	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	D327,812	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	D358,472	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	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	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	6,645,561	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
PLATE	ISSUED	4/25/06	D519323		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

## 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 SYRACUSE CHINA 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.

SYRACUSE CHINA COMPANY  
as Grantor

By: *Susan A. Kovach*  
Name: *Susan A. Kovach*  
Title: *VP, General Counsel & Secretary*

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

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

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

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

ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO        )  
                                  ) ss  
COUNTY OF LUCAS    )

On the 3<sup>rd</sup> 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 SYRACUSE CHINA 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 7-5-2011

Deborah Hyndman  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

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



ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF IL )  
 ) ss  
COUNTY OF COOK )

On the 8 day of February, 2010, before me personally came Linda 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 (Syracuse China Company)