

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

GRANT OF SECURITY INTEREST IN PATENT RIGHTS

CONVEYING PARTY DATA

Name	Execution Date
TRAEX COMPANY, INC.	02/08/2010

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as collateral agent
Street Address:	2 N. LaSalle Street
Internal Address:	Suite 1020
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	D332895
Patent Number:	D380937
Patent Number:	6726031
Patent Number:	6634510
Patent Number:	6732888
Patent Number:	6789697
Patent Number:	D520277
Patent Number:	6843373
Patent Number:	6889969
Patent Number:	6929158
Patent Number:	6981610

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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

501210890

PATENT  
REEL: 024563 FRAME: 0407

OP \$440.00 D332895

Email: ipdocket@lw.com, kristin.azcona@lw.com  
Correspondent Name: LATHAM & WATKINS LLP  
Address Line 1: 650 Town Center Drive, 20th Floor  
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ATTORNEY DOCKET NUMBER:	020742-0036
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NAME OF SUBMITTER:	Kristin J. Azcona
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Total Attachments: 7  
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## 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 T RAEX 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 Agreements 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.

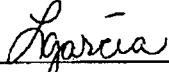
TRAEX COMPANY  
as Grantor

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

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

PATENT  
REEL: 024563 FRAME: 0411

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

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

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

**PATENT**  
**REEL: 024563 FRAME: 0412**

ACKNOWLEDGMENT OF GRANTOR

STATE OF OHIO            )  
                                  ) ss  
COUNTY OF LUCAS        )

On the 8<sup>th</sup> day of February, 2010, before me personally came SUSAN A. KOVACH, who is personally known to me to be the VP, General Counsel / Secretary of TRAEX COMPANY, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the VP, General 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 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 (Traex Company)



## SCHEDULE A

### U.S.P atent 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

PATENT

RECORDED: 06/21/2010

REEL: 024563 FRAME: 0415