

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Patent Rights
CONVEYING PARTY DATA	
Name	Execution Date
Syracuse China Company	05/18/2012
RECEIVING PARTY DATA	
Name:	The Bank of New York Mellon Trust Company, N.A.
Street Address:	2 North LaSalle Street, Suite 1020
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602
PROPERTY NUMBERS Total: 40	
Property Type	Number
Patent Number:	D472770
Patent Number:	D475247
Patent Number:	D478252
Patent Number:	D445648
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

OP \$1600.00 D472770

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
Patent Number:	D519323
Patent Number:	D522314
Patent Number:	D537679
Application Number:	29022954

CORRESPONDENCE DATA

Fax Number: (714)755-8290

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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

020742-0036

NAME OF SUBMITTER:

PATENT
REEL: 028235 FRAME: 0452

Total Attachments: 8

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GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of May 18, 2012 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 May 18, 2012 (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 6.875% Senior Secured Notes due 2020 (together with any exchange notes and Additional Notes, the "Notes") pursuant to the Indenture.

W I T N E S S E T H:

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 May 18, 2012, 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 18th day of May, 2012.

SYRACUSE CHINA COMPANY
as Grantor

By: 
Name: Susan A. Kovach
Title: Vice President, 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: 
Name: LINDA GARCIA
Title: Vice President

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

PATENT
REEL: 028235 FRAME: 0457

ACKNOWLEDGMENT OF GRANTOR

STATE OF Ohio)
COUNTY OF Lucas) ss

On the 16th day of May, 2012, before me personally came Susan Allene Lovady, who is personally known to me to be the VP, GC & Secy of SYRACUSE CHINA COMPANY, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the VP, GC & Secy 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.

Karen E. Wagner
Notary Public

(PLACE STAMP AND SEAL ABOVE)



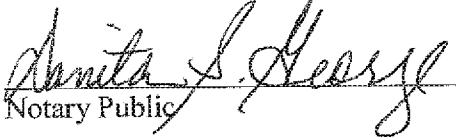
KAREN E WAGNER
NOTARY PUBLIC
STATE OF OHIO
My Commission
Expires
January 31, 2016

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

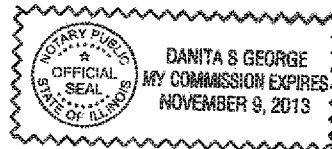
ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On the 16 day of May, 2012, before me personally came Linda Garcia, who is personally known to me to be a 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 a 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.


Notary Public

(PLACE STAMP AND SEAL ABOVE)



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

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
QUANTUM (PLATE)	ISSUED	7/31/2001	D445,648	7/31/2015	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	11/18/03	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	1/31/20	USA
PLATE	ISSUED	1/31/2006	D513,934	1/31/20	USA
BOWL	ISSUED	11/29/2005	D511,939	11/29/19	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	2/14/06	D514,889 S	2/14/20	USA
PLATE	ISSUED	4/25/06	D519,323	4/25/20	USA
BOWTIE & OVAL COUPE PLATES	ISSUED	6/6/06	D522,314	6/6/20	USA
CRESCENT COUPE PLATE	ISSUED	3/6/07	D537,679	3/6/21	USA

<u>Patent Application</u>	<u>Status</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>	<u>Country</u>
PROCESS GLAZING CHINAWARE ARTICLE	APPLN FILED		29/022,954	USA