

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4724926

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
LIBBEY GLASS INC.	12/07/2017
RECEIVING PARTY DATA	
Name:	CITIBANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	1615 BRETT ROAD, BUILDING II
City:	NEW CASTLE
State/Country:	DELAWARE
Postal Code:	19720
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	29600561
Application Number:	29613905
Application Number:	29616935
Application Number:	29616936
Application Number:	29616933
Application Number:	29616934
Application Number:	62553294
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	800-713-0755
Email:	Michael.Violet@wolterskluwer.com
Correspondent Name:	CT CORPORATION
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	DORIS KA
SIGNATURE:	/Doris Ka/
DATE SIGNED:	12/08/2017

Total Attachments: 5

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**SECOND AMENDMENT TO
GRANT OF SECURITY INTEREST IN PATENT RIGHTS**

THIS SECOND AMENDMENT TO GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Amendment"), dated as of December 7, 2017, made to that certain Grant of Security Interest in Patent Rights dated as of April 9, 2014 (the "Patent Security Agreement") made by LIBBEY GLASS INC., a Delaware corporation located at 300 Madison Avenue, Toledo, Ohio 43604 ("Grantor"), in favor of Citibank, N.A., as collateral agent (the "Agent") on behalf of the Senior Credit Parties (the "Lenders") parties to the Senior Secured Credit Agreement, dated as of April 9, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, (the "Borrower"), LIBBEY INC., the Agent, Citibank, N.A., as administrative agent for the Lenders, and the Lenders party thereto.

WHEREAS, in connection with the Credit Agreement, the Borrower, Holdings and certain other subsidiaries of the Borrower have executed and delivered a Pledge and Security Agreement, dated as of April 9, 2014, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"; capitalized terms used herein and not otherwise defined have the meanings provided or provided by reference in the Credit Agreement and the Pledge and Security Agreement), and pursuant to the Pledge and Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Patents;

WHEREAS, in furtherance of the foregoing, Grantor and Agent entered into the Patent Security Agreement;

WHEREAS, since the date of Grantor's execution of the Patent Security Agreement, Grantor has acquired interests in an additional Patent (the "New Patent"); and

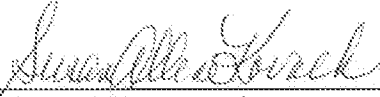
WHEREAS, in accordance with the Pledge and Security Agreement, the parties agree to amend the Patent Security Agreement to confirm the inclusion of such New Patent;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Patent Security Agreement as follows:

1. Schedules. Schedule A to the Patent Security Agreement shall be deemed to refer to Schedule A as amended by the addition of the New Patent scheduled on Schedule 1 attached hereto.
2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Patent Security Agreement shall remain in full force and effect as executed.
3. Counterparts. This Amendment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.
4. Governing Law. This Amendment shall be a contract made under and governed by the laws of the State of New York, without regard to conflict of laws principles that would require the application of laws other than those of the State of New York.

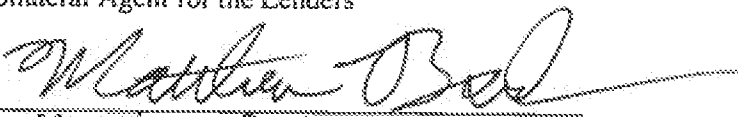
IN WITNESS WHEREOF, Grantor and Agent have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

LIBBEY GLASS INC.

By: 
Name: Susan Allene Kovach
Title: Vice President, General Counsel, and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

CITIBANK, N.A.,
as Collateral Agent for the Lenders

By: 
Name: Matthew Bashaw
Title: Vice President

SCHEDULE 1

U.S. PATENT REGISTRATIONS AND APPLICATIONS

PATENT	SERIAL/ APPLICATION NUMBER	OWNER INFORMATION
KENTUCKY BOURBON GLASS	29600561 (APP NO.)	Libbey Glass Inc.
GLASS TILE	29613905 (Serial No.)	Libbey Glass Inc.
GLASS TILE	62/553,294 (Serial No.)	Libbey Glass Inc.
BAKING DISH (OVAL)	29616935 (APP NO.)	Libbey Glass Inc.
BAKING DISH (LOAF)	29616936 (APP NO.)	Libbey Glass Inc.
BAKING DISH 9 X 13	29616933 (APP NO.)	Libbey Glass Inc.
BAKING DISH 8 X 8	29616934 (APP NO.)	Libbey Glass Inc.