

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6087297

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF PATENT SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
CITIBANK, N.A.		04/29/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CORTLAND CAPITAL MARKET SERVICES LLC, AS COLLATERAL AGENT	
<b>Street Address:</b>	225 W. WASHINGTON STREET	
<b>Internal Address:</b>	9TH FLOOR	
<b>City:</b>	CHICAGO	
<b>State/Country:</b>	ILLINOIS	
<b>Postal Code:</b>	60606	
<b>PROPERTY NUMBERS Total: 35</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	D428770	
Patent Number:	D434947	
Patent Number:	D435197	
Patent Number:	D445648	
Patent Number:	D463954	
Patent Number:	D470358	
Patent Number:	D471406	
Patent Number:	D471405	
Patent Number:	D471765	
Patent Number:	D472770	
Patent Number:	D472768	
Patent Number:	D474941	
Patent Number:	D474940	
Patent Number:	D475247	
Patent Number:	D475894	
Patent Number:	D476195	
Patent Number:	D476194	
Patent Number:	D478252	
Patent Number:	D478476	

PATENT

Property Type	Number
Patent Number:	D482237
Patent Number:	D489227
Patent Number:	D494420
Patent Number:	D498391
Patent Number:	D499307
Patent Number:	D502058
Patent Number:	D505834
Patent Number:	D511939
Patent Number:	D512876
Patent Number:	D513935
Patent Number:	D513934
Patent Number:	D514889
Patent Number:	D519323
Patent Number:	D522314
Patent Number:	D537679
Patent Number:	6645561

#### CORRESPONDENCE DATA

**Fax Number:** (800)914-4240

*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.*

**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:** 05/01/2020

#### Total Attachments: 8

source=Libbey - Patent Security Interest Assignment (Syracuse China Company)#page1.tif

source=Libbey - Patent Security Interest Assignment (Syracuse China Company)#page2.tif

source=Libbey - Patent Security Interest Assignment (Syracuse China Company)#page3.tif

source=Libbey - Patent Security Interest Assignment (Syracuse China Company)#page4.tif

source=Libbey - Patent Security Interest Assignment (Syracuse China Company)#page5.tif

source=Libbey - Patent Security Interest Assignment (Syracuse China Company)#page6.tif

source=Libbey - Patent Security Interest Assignment (Syracuse China Company)#page7.tif

source=Libbey - Patent Security Interest Assignment (Syracuse China Company)#page8.tif

**PATENT SECURITY INTEREST ASSIGNMENT  
AGREEMENT**

**THIS PATENT SECURITY INTEREST ASSIGNMENT AGREEMENT** (this “Agreement”) is made and entered into as of this 29<sup>th</sup> day of April, 2020, by CITIBANK, N.A., as the prior Collateral Agent (in such capacity, “Assignor”), in favor of CORTLAND CAPITAL MARKET SERVICES LLC, as the current Collateral Agent (in such capacity, “Assignee”).

**W I T N E S S E T H**

WHEREAS, Assignor is party to the Pledge and Security Agreement, dated as of April 9, 2014 (as amended by that certain Amendment, dated August 27, 2015, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among SYRACUASE CHINA COMPANY, a Delaware corporation (the “Grantor”), the other grantors party thereto and Assignor;

WHEREAS, pursuant to the Security Agreement and the PT Grant (as defined below), the Grantor has granted to Assignor a first lien security interest in, and a right of set off against, all of its right, title and interest in, to and under, inter alia, the Patents (including, without limitation, those items listed on Schedule I annexed hereto and made a part hereof) (collectively, the “Patent Collateral”);

WHEREAS, that certain Grant of Security Interest in Patent Rights (the “PT Grant”), made by the Grantor in favor of the Collateral Agent, with respect to the security interest granted by the Grantor under the Security Agreement in the Patent Collateral, was recorded with the United States Patent and Trademark Office on April 15, 2014, on Reel No. 032672 / Frame No. 0985;

WHEREAS, effective as of April 29, 2020, Assignor resigned as administrative agent under the Credit Agreement (as defined in the Security Agreement) and the other Loan Documents (as defined in the Credit Agreement);

WHEREAS, pursuant to that certain Agency Successor Agreement, dated as of April 29, 2020, among Assignor, Assignee, the Loan Parties and certain lenders under the Credit Agreement party thereto, Assignee has been assigned and has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as administrative agent and collateral agent under the Credit Agreement and the other Loan Documents; and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor’s right, title and interest under the Security Agreement and the PT Grant, including, without limitation, Assignor’s security interest in, and lien on, the Patent Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, parties hereto hereby agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to the Security Agreement and the PT Grant, including, without limitation, its security interest in, and lien on, the Patent Collateral, and Assignee does hereby accept and assume all of such right, title, interest, security interests and liens.

3. Acknowledgment of Grantor. The Grantor hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Patent Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

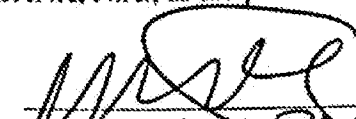
**ASSIGNOR:**

CITIBANK, N.A., as the prior Collateral Agent

By

Name:

Title:

  
MATTHEW PAQUIN  
DIRECTOR

**ASSIGNEE:**

CORTLAND CAPITAL MARKET SERVICES  
LLC, as the current Collateral Agent

By

Name:

Title:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature Page to Patent Security Interest Assignment Agreement (Syracuse China Company)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

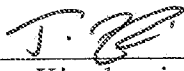
**ASSIGNOR:**

CITIBANK, N.A., as the prior Collateral Agent

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

CORTLAND CAPITAL MARKET SERVICES  
LLC, as the current Collateral Agent

By  \_\_\_\_\_  
Name: Jon Kirschmeier  
Title: Associate Counsel

**ACKNOWLEDGED AND AGREED:**

SYRACUSE CHINA COMPANY

By Michael P. Bauer

Name: Michael P. Bauer

Title: Chief Executive Officer

SCHEDULE I  
TO  
PATENT SECURITY INTEREST ASSIGNMENT AGREEMENT

**SYRACUSE CHINA COMPANY**  
**(Delaware corporation)**

**U.S. Patents**

Citibank, N.A. patent security recorded at Reel 032672 / Frame 0985

	<b>Patent Title</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>
1.	Plate	29104314	05/03/1999	<u>D428770</u>	08/01/2000
2.	Plate	29104313	05/03/1999	<u>D434947</u>	12/12/2000
3.	Bowl	29104312	05/03/1999	<u>D435197</u>	12/19/2000
4.	Plate	29126146	07/10/2000	<u>D445648</u>	07/31/2001
5.	Cup	29157328	03/13/2002	<u>D463954</u>	10/08/2002
6.	Skillet	29156686	03/07/2002	<u>D470358</u>	02/18/2003
7.	Bowl	29156172	02/25/2002	<u>D471406</u>	03/11/2003
8.	Platter	29156717	03/07/2002	<u>D471405</u>	03/11/2003
9.	Tray	29159075	03/07/2002	D471765	03/18/2003
10.	Plate	29143650	06/18/2001	<u>D472770</u>	04/08/2003
11.	Plate	29157510	03/20/2002	<u>D472768</u>	04/08/2003
12.	Plate	29156716	03/07/2002	<u>D474941</u>	05/27/2003
13.	Plate	29156720	03/06/2002	<u>D474940</u>	05/27/2003
14.	Plate	29156170	02/25/2002	<u>D475247</u>	06/03/2003
15.	Bowl	29156169	02/25/2002	<u>D475894</u>	06/17/2003
16.	Bowl	29156176	02/25/2002	<u>D476195</u>	06/24/2003
17.	Tray	29159088	04/15/2002	<u>D476194</u>	06/24/2003
18.	Plate	29161912	06/05/2002	<u>D478252</u>	08/12/2003
19.	Plate	29157327	03/13/2002	<u>D478476</u>	08/19/2003



	<b>Patent Title</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>
20.	Cup	29156685	03/07/2002	<u>D482237</u>	11/18/2003
21.	Plate	29186361	07/14/2003	<u>D489227</u>	05/04/2004
22.	Bowl	29193184	11/04/2003	<u>D494420</u>	08/17/2004
23.	Platter	29180960	05/02/2003	<u>D498391</u>	11/16/2004
24.	Bowl	29195040	12/04/2003	<u>D499307</u>	12/07/2004
25.	Plate	29182789	06/02/2003	<u>D502058</u>	02/22/2005
26.	Plate	29193054	11/03/2003	<u>D505834</u>	06/07/2005
27.	Bowl	29205642	05/18/2004	<u>D511939</u>	11/29/2005
28.	Plate	29195039	12/04/2003	<u>D512876</u>	12/20/2005
29.	Plate	29204912	05/06/2004	<u>D513935</u>	01/31/2006
30.	Plate	29205639	05/18/2004	<u>D513934</u>	01/31/2006
31.	Plate	29215102	10/13/2004	<u>D514889</u>	02/14/2006
32.	Plate	29210751	08/05/2004	<u>D519323</u>	04/25/2006
33.	Plate	29222467	01/31/2005	<u>D522314</u>	06/06/2006
34.	Plate	29222129	01/26/2005	<u>D537679</u>	03/06/2007
35.	Process for glazing a chinaware article and an article produced thereby	10082817	02/25/2002	<u>6645561</u>	11/11/2003